

MUTUAL SETTLEMENT AND RELEASE OF CLAIMS

IN THE MATTER OF JENNIFER LOLITA SALAZ LICENSURE FILE NO: 304-541

1. Jennifer Lolita Salaz (hereinafter, "Licensee"), currently of Santa Fe, New Mexico and the New Mexico Public Education Department (hereinafter, "Department") with principal offices at 300 Don Gaspar, Santa Fe, New Mexico, hereby mutually release each other from any and all actions, causes of actions, rights, suits, judgments, demands, and claims of liability for loss or damages of any kind, whether in law or in equity, in federal court or in state court, and whether by common law or by statute, including any claims for costs or attorneys' fees either party may have, or which may be made by anyone else claiming on either party's behalf or through either party, arising out of, or in connection with, Licensee's employment with Pojoaque Valley Schools, in New Mexico, which employment involved and was permitted only under authority of an educator's license issued by the Department.
2. The parties further agree and acknowledge that this Mutual Settlement and Release of Claims extends to and includes any and all losses, damages, injuries and claims, known or unknown, specifically relating to the time period in which Licensee was employed as a teacher at Pojoaque Valley High School, *provided that*, nothing herein releases either party from any legal claims or administrative actions arising out of actions or omissions by either party that occur after the execution date of this Agreement and that are unrelated to Licensee's employment with Pojoaque Valley Schools.
3. Licensee agrees to voluntarily surrender her Level 2, Secondary 7-12, license, and never again seek employment with any public school in the state of New Mexico. Licensee further agrees to return the original paper license to the Department by June 15, 2013.
4. Pursuant to authority granted by Title 6 of the New Mexico Administrative Code, Section 6.68.3.8C; the School Personnel Act, NMSA 1978, Section 22-10A-31; and the Uniform Licensing Act, NMSA 1978, Section 61-1-1 *et seq.*, the Department is authorized to revoke or suspend a person's educator licensure for incompetence, immorality or for any other good and just cause.
5. Licensee acknowledges that the Department has sufficient evidence of misconduct on the part of Licensee that, if not rebutted or explained, would justify the Department in taking disciplinary action against her.
6. Licensee acknowledges that in consideration of her agreement to voluntarily surrender her license, that the Department will not file a Notice of Contemplated Action

to revoke Licensee's said license for having an inappropriate relationship with a student, an allegation which Licensee disputes.

7. The parties acknowledge and agree that this Agreement represents the entire agreement between the parties, that the terms of this Agreement are contractual and not a mere recital, and that any dispute arising under this Agreement shall be governed by, and determined under, the laws of the State of New Mexico.

8. Licensee acknowledges that by signing this Agreement, she understands that an educator's license confers a property interest upon her which can only be revoked or suspended by the Department after due process of law has been extended through the hearing process set forth in 6.68.3 NMAC, or by voluntary surrender as this Agreement is intended to accomplish.

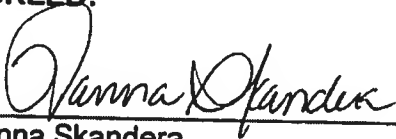
9. The parties act solely for the purpose of compromising and settling all claims, potential claims and matters in dispute between them.

10. Neither the Department nor the Licensee admit any wrongdoing, and both the Department and the Licensee agree that this Mutual Settlement and Release of Claims is being entered into in order to resolve a pending dispute.

11. The parties also acknowledge that this document is a complete and final understanding between the parties and that they have not relied upon any statements or representations not set forth herein.

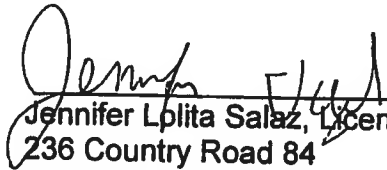
12. A notice that the Licensee's licenses have been voluntarily surrendered will be filed with the National Association of State Directors of Teacher Education and Certification's national clearinghouse and placed in its national database.

AGREED:



Hanna Skandera
Secretary of Education
NM Public Education Department
Jerry Apodaca Education Building
300 Don Gaspar
Santa Fe, NM 87501-2786
(505) 827-6688

AGREED:



Jennifer Lolita Salaz, Licensee
236 Country Road 84
Santa Fe, New Mexico 87506

State of New Mexico)
) ss.
County of Bernalillo)

ACKNOWLEDGEMENT OF JENNIFER LOLITA SALAZ

Subscribed and sworn to before me in the above-named county of the
State of New Mexico this 18 day of June 2013.

Margaret E. Tucker

Notary Public for the State of New Mexico

My Commission expires:

10.01.14

State of New Mexico)
) ss.
County of Santa Fe)

ACKNOWLEDGEMENT OF THE PUBLIC EDUCATION DEPARTMENT
BY HANNA SKANDERA, SECRETARY OF EDUCATION

Subscribed and sworn to before me in the above-named county of the
State of New Mexico this 8th day of July 2013.

Maree Bernadette Tenney

Notary Public for the State of New Mexico

My Commission expires: 1/31/16